

**REMARKS**

The Final Office Action of April 1, 2010, has been received and reviewed. Claims 1, 3 through 7, 9 through 14, 16 through 24, 26 through 29, 32, 33, 36 through 46, 49 through 54, and 57 through 63 are currently pending in the application. Claims 1, 3 through 7, 9 through 14, 16 through 24, 26 through 29, 32, 33, 36 through 46, 49 through 54, and 57 through 63 stand rejected. Applicants propose to amend claims 1 and 24, and respectfully request reconsideration of the application as proposed to be amended herein.

Support for the current claim amendments may be found throughout the application as-filed, for example, at paragraphs [0041], [0050], [0053], and [0054] and FIGS. 2A, 2B, 3, and 5. No new matter has been added.

**35 U.S.C. § 103(a) Obviousness Rejections**

Obviousness Rejection Based on NYRA One Account and U.S. Patent No. 5,902,983 to Crevelt et al. Further in View of U.S. Patent No. 6,869,362 to Walker et al.

Claims 1, 3, 5 through 7, 9, 10, 12 through 14, 16 through 20, 23, 24, 26 through 29, 32, 33, 36 through 46, 49, 51 through 54, and 58 through 63 stand rejected under 35 U.S.C. § 103(a) as being unpatentable over the NYRA One Account hereinafter referred to as “NYRA” and Crevelt et al. (U.S. Patent No. 5,902,983) hereinafter referred to as “Crevelt” further in view of Walker et al. (U.S. Patent No. 6,869,362) hereinafter referred to as “Walker ‘362.” Applicants respectfully traverse this rejection, as hereinafter set forth.

To establish a *prima facie* case of obviousness, the prior art reference itself (or references when combined) or “the inferences and creative steps that a person of ordinary skill in the art would [have] employ[ed]” at the time of the invention must teach or suggest all of the claim elements. *K.S.R. Intern. Co. v. Teleflex Inc.*, 550 U.S. 398, 418, 82 U.S.P.Q.2d 1385 (2007); *see also* M.P.E.P. § 2143.03. Additionally, the Examiner must determine whether there is “an apparent reason to combine the known elements in the fashion claimed by the patent at issue.” *Id.* Further, rejections on obviousness grounds “cannot be sustained by mere conclusory statements; instead, there must be some articulated reasoning with some rational underpinning to support the legal conclusion of obviousness.” *Id.* (quoting *In re Kahn*, 441 F.3d 977, 988 (Fed.

Cir. 2006)). Finally, to establish a *prima facie* case of obviousness there must be a reasonable expectation of success. See *In re Merck & Co., Inc.*, 800 F.2d 1091, 1097 (Fed. Cir. 1986); M.P.E.P. § 2143.02. Furthermore, the reason that would have prompted the combination and the reasonable expectation of success must be found in the prior art, common knowledge, or the nature of the problem itself, and not based on the Applicant's disclosure. See *DyStar Textilfarben GmbH & Co. Deutschland KG v. C. H. Patrick Co.*, 464 F.3d 1356, 1367 (Fed. Cir. 2006); M.P.E.P. § 2144. Underlying the obvious determination is the fact that statutorily prohibited hindsight cannot be used. See *K.S.R.*, 550 U.S. at 421; *DyStar*, 464 F.3d at 1367.

Independent Claim 1 and Dependent Claims 3, 5 through 7, 9, 10, 12 through 14, 16 through 20, 23, and 60

Applicants assert that NYRA, Crevelt, and Walker '362, when combined and considered together as a whole, do not teach, suggest, or otherwise render obvious a cashless method of pari-mutuel wagering comprising "depositing funds into the monetary account at the gaming terminal using at least one vehicle selected from the group consisting of cash, check, debit charge, credit card charge, and direct deposit" and "placing a cashless purchase, dissociated with a pari-mutuel wager, using the house card at the establishment and at least another portion of the funds of the monetary account at a terminal independent of each gaming terminal provided by the establishment," as recited in amended independent claim 1.

NYRA teaches a betting account that may be used at a race track and at locations remote from the race track. *NYRA*, p. 1. In particular, NYRA teaches that the account card allows patrons to make withdrawals and deposits to an account associated with account card at the track or remotely via the telephone or by mail. *Id.* at p. 2-5. The account card may also be used to place wagers on pari-mutual events at the track via a SAM machine, by entering the account number of the account card into a Tiny Tim machine, or over the telephone. *Id.* at p. 7-11.

Crevelt teaches a gaming machine including apparatus necessary to send requests to and receive authorizations from an EFT system. *Crevelt*, Abstract. The gaming machine allows a player to insert an ATM card (debit card), to enter in a PIN number, request playing credit, and receive an amount of credit which can be converted to plays on the gaming machine. *Id.*

Walker '362 teaches a method for a game server to receive policy requirements of a user for a gambling loss insurance policy from a gaming terminal. *Walker '362*, Abstract. A gaming terminal receives a user identifier (*e.g.*, a user tracking card number) and policy requirements for a gambling loss insurance policy. *Id.* at col. 3, lines 30-48. The terminal transmits the user identifier and the policy requirements to a server which then determines a premium cost based on the policy requirements. *Id.* Finally, the server transmits an indication of the premium cost to the user. *Id.* Walker '362 further teaches that if the player purchases the insurance policy, insurance payouts can take a number of different forms including frequent flyer miles, comp points, discounts (*e.g.*, room, food, or beverage comps), coupons (*e.g.*, for the casino or other merchants), or show tickets. *Id.* at col. 28, lines 25-36.

Applicants respectfully assert, however, that NYRA, Crevelt, and Walker '362 do not teach or suggest placing a cashless purchase, dissociated with a pari-mutuel wager, using the house card at an establishment and funds of the monetary account at a terminal independent of each gaming terminal provided by the establishment. As taught by NYRA, the betting account is used to place a pari-mutuel wager using a card and a SAM or Tiny Tim machine at a race track or, alternatively, over the phone. However, the user is limited to placing only a wager and cannot make any purchases of goods or services using the card.

As taught by Crevelt, a card linked to an account is inserted into a card reader to access credit that is converted to plays on the gaming machine. However, the user cannot make purchases of goods or services using the card and the credit obtained for play on the gaming machine.

As taught by Walker '362, a user may purchase an insurance policy based on the results of gambling activity (*i.e.*, losses from gambling wagers). However, Walker '362 does not teach or suggest making a cashless purchase dissociated with a gambling wager.

At page 4 of the outstanding Office Action, the Examiner asserts that "Walker et al. teaches providing players an option to purchase show tickets, room, food, beverages and other items using their house card account." Applicants respectfully disagree. As discussed above, Walker '362 teaches the ability to purchase insurance from a gaming terminal. While the ***benefits of a payout of the insurance policy*** may include show tickets, room, food, beverages,

and other items, *Walker '362 does not teach actually purchasing these items* using an account house card as asserted by the Examiner. Therefore, the teachings of Walker '362 do not satisfy the deficiencies of NYRA and Crevelt in this regard.

As NYRA, Crevelt, and Walker '362, when combined, do not teach, suggest, or otherwise render obvious a method as recited in independent claim 1, Applicants assert that independent claim 1 would not have been obvious to a person of ordinary skill in the art at the time the invention was made considering NYRA, Crevelt, and Walker '362, and request that the Examiner withdraw the rejection of independent claim 1 under 35 U.S.C. § 103(a).

Furthermore, the nonobviousness of independent claim 1 precludes a rejection of claims 3, 5 through 7, 9, 10, 12 through 14, 16 through 20, 23, and 60, which depend therefrom, because a dependent claim is obvious only if the independent claim from which it depends is obvious. *See In re Fine*, 5 U.S.P.Q.2d 1596, 1600 (Fed. Cir. 1988), *see also* M.P.E.P. § 2143.03. Therefore, Applicants request that the Examiner withdraw the 35 U.S.C. § 103(a) obviousness rejection to claims 3, 5 through 7, 9, 10, 12 through 14, 16 through 20, 23, and 60, in addition to the rejection to independent claim 1.

Regarding dependent claim 12, Applicants additionally assert that NYRA, Crevelt, and Walker '362 do not teach, suggest, or otherwise render obvious a cashless method of pari-mutuel wagering "further comprising requiring that the player remove the house card prior to placing the pari-mutuel wager," as recited in dependent claim 12.

At page 5 of the outstanding Office Action, the Examiner appears to assert that NYRA teaches "removing the credit card or the debit card prior to placing the pari-mutuel wager (NYRA pp. 1-13)." Applicants respectfully assert that while NYRA teaches that a card may be removed before placing a wager, NYRA does not teach or suggest that a card is required to be removed prior to placing a wager. Furthermore, the teachings of Crevelt and Walker '362 do not satisfy the deficiencies of NYRA in this regard. Therefore, Applicants assert that dependent claim 12 would not have been obvious to a person of ordinary skill in the art at the time the invention was made considering NYRA, Crevelt, and Walker '362, and request that the Examiner withdraw the rejection of dependent claim 12 under 35 U.S.C. § 103(a) for this additional reason.

Independent Claim 24 and Dependent Claims 26 through 29, 32, 33, 36 through 39, and 61 through 63

Applicants assert that NYRA, Crevelt, and Walker '362, when combined and considered together as a whole, do not teach, suggest, or otherwise render obvious a cashless method of pari-mutuel wagering comprising "providing a house card comprising an anonymous token card in which the identity of the player is not known to the establishment" and "placing a cashless purchase dissociated with placing a pari-mutuel wager using the anonymous token card at a nongaming terminal provided by the establishment to debit at least another portion of the funds of the monetary account," as recited in amended independent claim 24.

As discussed above, NYRA teaches a betting account that may be used at a race track and at locations remote from the race track. As also discussed above, Crevelt teaches a gaming machine including apparatus necessary to send requests to and receive authorizations from an EFT system. As further discussed above, Walker '362 teaches the ability to purchase insurance from a gaming terminal. Applicants respectfully assert, however, that NYRA, Crevelt, and Walker '362 do not teach or suggest an anonymous token card in which the identity of the player is not known to the establishment. Applicants note that, in the outstanding Office Action, the Examiner appears not to assert that NYRA, Crevelt, or Walker '362 teaches or suggests an anonymous token card in which the identity of the player is not known to the establishment. Applicants further note that in the previous Office Action dated January 27, 2009, the Examiner admitted that NYRA failed to teach or suggest that a user may obtain a card anonymously such that the identity of the player is not known to the establishment. Applicants further assert that Crevelt and Walker '362 also fail to teach such an account and, therefore, the teachings of Crevelt and Walker '362 do not satisfy the deficiencies of NYRA in this regard.

Moreover, for substantially the same reasons discussed above regarding claim 1, NYRA, Crevelt, and Walker '362 does not teach or suggest placing a cashless purchase, dissociated with a pari-mutuel wager, using the anonymous token card at a nongaming terminal provided by the establishment to debit at least another portion of the funds of the monetary account.

For at least the reasons set forth above, NYRA, Crevelt, and Walker '362, when combined, do not teach, suggest, or otherwise render obvious a method as recited in independent claim 24. Therefore, Applicants assert that independent claim 24 would not have been obvious to a person of ordinary skill in the art at the time the invention was made considering NYRA, Crevelt, and Walker '362, and request that the Examiner withdraw the rejection of independent claim 24 under 35 U.S.C. § 103(a).

Furthermore, the nonobviousness of independent claim 24 precludes a rejection of claims 26 through 29, 32, 33, 36 through 39, and 61 through 63, which depend therefrom, because a dependent claim is obvious only if the independent claim from which it depends is obvious. *See In re Fine*, 5 U.S.P.Q.2d 1596, 1600 (Fed. Cir. 1988), *see also* M.P.E.P. § 2143.03. Therefore, Applicants request that the Examiner withdraw the 35 U.S.C. § 103(a) obviousness rejection to claims 26 through 29, 32, 33, 36 through 39, and 61 through 63, in addition to the rejection to independent claim 24.

Regarding dependent claim 29, Applicants additionally assert that NYRA, Crevelt, and Walker '362 do not teach, suggest, or otherwise render obvious a cashless method of pari-mutuel wagering "requiring the player to remove the anonymous token card prior to placing the pari-mutuel wager," as recited in dependent claim 29.

Applicants respectfully assert that while NYRA teaches that a card may be removed before placing a wager, NYRA does not teach or suggest that a card is required to be removed prior to placing a wager. Furthermore, the teachings of Crevelt and Walker '362 do not satisfy the deficiencies of NYRA in this regard. Therefore, Applicants assert that dependent claim 29 would not have been obvious to a person of ordinary skill in the art at the time the invention was made considering NYRA, Crevelt, and Walker '362, and request that the Examiner withdraw the rejection of dependent claim 29 under 35 U.S.C. § 103(a) for this additional reason.

Independent Claim 40 and Dependent Claims 41 through 46, 49, 51 through 54, 58, and 59

Applicants assert that NYRA, Crevelt, and Walker '362, when combined and considered together as a whole, do not teach, suggest, or otherwise render obvious a cashless method of pari-mutuel wagering comprising "placing a purchase of goods or services sold at an

establishment, other than a pari-mutuel wager, over the communication link using another portion of the funds” and “crediting the first monetary account when a purchase is placed using funds from the second monetary account,” as recited in amended independent claim 40.

As discussed above, NYRA teaches a betting account that may be used at a race track and at locations remote from the race track. As taught by NYRA, the user is limited to placing only a wager and cannot make any purchases of goods or services using the account. As such, NYRA does not teach or suggest placing a purchase of goods or services sold at an establishment, other than a pari-mutuel wager, over a communication link. Moreover, NYRA does not teach or suggest crediting a first monetary account when a purchase is placed using funds from a second monetary account.

As also discussed above, Crevelt teaches a gaming machine including apparatus necessary to send requests to and receive authorizations from an EFT system. As taught by Crevelt, a card linked to an account is inserted into a card reader to access credit that is converted to plays on the gaming machine. However, Crevelt does not teach or suggest placing a purchase of goods or services over a communication link and crediting a first monetary account when a purchase is placed using funds from a second monetary account. Therefore, the teachings of Crevelt do not satisfy the deficiencies of NYRA in this regard.

As further discussed above, Walker ‘362 teaches the ability to purchase insurance from a gaming terminal. However, Walker ‘362 does not teach or suggest crediting a first monetary account when a purchase is placed using funds from a second monetary account. Therefore, the teachings of Walker ‘362 do not satisfy the deficiencies of NYRA and Crevelt in this regard.

Applicants note that in the outstanding Office Action regarding claim 40, the Examiner fails to put forth any argument with respect to the limitation “crediting the first monetary account when a purchase is placed using funds from the second monetary account.” It appears that, with respect to claims 21, 22, and 57 which include limitations somewhat similar to claim 40, the Examiner applies the additional reference of U.S. Patent No. 6,379,248 to Jorasch (cited by the Examiner as “Walker”). As discussed below in further detail, Jorasch teaches a gaming device providing incentives for using the different balances including different payout schedules and different probability schedules. However, Jorasch does not teach or suggest *crediting a first*

*account when a purchase is placed* with funds from a second account. That is, Jorasch only teaches or suggests offering incentives for using different balances and does not teach or suggest providing an incentive when a purchase is placed. Therefore, the teachings of Jorasch do not satisfy the deficiencies of NYRA, Crevelt, and Walker '362 in this regard.

As NYRA, Crevelt, and Walker '362, when combined, do not teach, suggest, or otherwise render obvious a method as recited in independent claim 40, Applicants assert that independent claim 40 would not have been obvious to a person of ordinary skill in the art at the time the invention was made considering NYRA, Crevelt, Walker '362, and Jorasch, and request that the Examiner withdraw the rejection of independent claim 40 under 35 U.S.C. § 103(a).

Furthermore, the nonobviousness of independent claim 40 precludes a rejection of claims 41 through 46, 49, 51 through 54, 58, and 59, which depend therefrom, because a dependent claim is obvious only if the independent claim from which it depends is obvious. *See In re Fine*, 5 U.S.P.Q.2d 1596, 1600 (Fed. Cir. 1988), *see also* M.P.E.P. § 2143.03. Therefore, Applicants request that the Examiner withdraw the 35 U.S.C. § 103(a) obviousness rejection to claims 41 through 46, 49, 51 through 54, and 58, and 59, in addition to the rejection to independent claim 40.

Obviousness Rejection Based on NYRA, Crevelt, and Walker '362 Further in View of U.S. Patent No. 6,307,956 to Black

Claim 4 stands rejected under 35 U.S.C. § 103(a) as being unpatentable over NYRA, Crevelt, and Walker '362, as applied to claims above and further in view of Black (U.S. Patent No. 6,307,956). Applicants respectfully traverse this rejection, as hereinafter set forth.

Claim 4 is dependent from independent claim 1 and includes each of the elements and limitations recited therein. As discussed above, NYRA, Crevelt, and Walker '362, when combined and considered together as a whole, do not teach, suggest, or otherwise render obvious a cashless method of pari-mutuel wagering comprising "depositing funds into the monetary account at the gaming terminal using at least one vehicle selected from the group consisting of cash, check, debit charge, credit card charge, and direct deposit" and "placing a cashless purchase, dissociated with a pari-mutuel wager, using the house card at the establishment and at



least another portion of the funds of the monetary account at a terminal independent of each gaming terminal provided by the establishment,” as recited in amended independent claim 1.

Black teaches the identity verification system that employs biometric technology for identity verification. *Black*, Abstract. However, Black does not teach or suggest placing a cashless purchase, dissociated with a pari-mutuel wager, using a house card and at least another portion of the funds of the monetary account at a terminal independent of each gaming terminal provided by the establishment. Therefore, the teachings of Black do not satisfy the deficiencies of NYRA, Crevelt, and Walker ‘362 in this regard.

Thus, Applicants respectfully request that the Examiner withdraw the 35 U.S.C. § 103(a) obviousness rejection to claim 4, since a dependent claim is obvious only if the independent claim from which it depends is obvious. *See In re Fine*, 5 U.S.P.Q.2d 1596, 1600 (Fed. Cir. 1988), *see also* M.P.E.P. § 2143.03.

Obviousness Rejection Based on NYRA, Crevelt, and Walker ‘362 Further in View of U.S. Patent No. 6,558,255 to Walker et al.

Claims 11 and 50 stand rejected under 35 U.S.C. § 103(a) as being unpatentable over NYRA, Crevelt, and Walker ‘362, as applied to the claims above, and further in view of Walker et al. (U.S. Patent No. 6,558,255) hereinafter referred to as “Walker ‘255.” Applicants respectfully traverse this rejection, as hereinafter set forth.

Dependent Claim 11

Claim 11 depends from claim 1 and includes each of the elements and limitations recited in its respective independent claim. As discussed above, NYRA, Crevelt, and Walker ‘362, when combined and considered together as a whole, do not teach, suggest, or otherwise render obvious a cashless method of pari-mutuel wagering comprising “depositing funds into the monetary account at the gaming terminal using at least one vehicle selected from the group consisting of cash, check, debit charge, credit card charge, and direct deposit” and “placing a cashless purchase, dissociated with a pari-mutuel wager, using the house card at the establishment and at least another portion of the funds of the monetary account at a terminal

independent of each gaming terminal provided by the establishment,” as recited in amended independent claim 1.

Walker ‘255 teaches an expiring prepaid casino card which may be utilized to provide payment for slot machine play or other gambling activities. *Walker ‘255*, Abstract. However, Walker ‘255 does not teach or suggest does not teach or suggest placing a cashless purchase, dissociated with a pari-mutuel wager, using a house card and at least another portion of the funds of the monetary account at a terminal independent of each gaming terminal provided by the establishment. Therefore, the teachings of Walker ‘255 do not satisfy the deficiencies of NYRA, Crevelt, and Walker ‘362 in this regard.

Thus, Applicants respectfully request that the Examiner withdraw the 35 U.S.C. § 103(a) obviousness rejection to claim 11, since a dependent claim is obvious only if the independent claim from which it depends is obvious. *See In re Fine*, 5 U.S.P.Q.2d 1596, 1600 (Fed. Cir. 1988), *see also* M.P.E.P. § 2143.03.

#### Dependent Claim 50

Claim 50 depends from claim 40 and includes each of the elements and limitations recited in its respective independent claim. As discussed above, NYRA, Crevelt, and Walker ‘362, when combined and considered together as a whole, do not teach, suggest, or otherwise render obvious a cashless method of pari-mutuel wagering comprising “placing a purchase of goods or services sold at an establishment, other than a pari-mutuel wager, over the communication link using another portion of the funds” and “crediting the first monetary account when a purchase is placed using funds from the second monetary account,” as recited in amended independent claim 40.

As discussed above, Walker ‘255 teaches an expiring prepaid casino card which may be utilized to provide payment for slot machine play or other gambling activities. *Walker ‘255*, Abstract. However, Walker ‘255 does not teach or suggest does not teach or suggest placing a purchase of goods or services sold at an establishment and crediting a first monetary account when a purchase is placed using funds from a second monetary account. Therefore, the teachings of Walker ‘255 do not satisfy the deficiencies of NYRA, Crevelt, and Walker ‘362 in this regard.

Thus, Applicants respectfully request that the Examiner withdraw the 35 U.S.C. § 103(a) obviousness rejection to claim 11, since a dependent claim is obvious only if the independent claim from which it depends is obvious. *See In re Fine*, 5 U.S.P.Q.2d 1596, 1600 (Fed. Cir. 1988), *see also* M.P.E.P. § 2143.03.

Obviousness Rejection Based on NYRA, Crevelt Walker '362 Further in View of U.S. Patent No. 6,379,248 to Jorasch et al.

Claims 21, 22, and 57 stand rejected under 35 U.S.C. § 103(a) as being unpatentable over NYRA, Crevelt, and Walker '362, as applied to the claims above, and further in view of Jorasch et al. (U.S. Patent No. 6,379,248) hereinafter referred to as "Jorasch." Applicants respectfully traverse this rejection, as hereinafter set forth.

Applicants briefly note that the outstanding Office Action incorrectly lists U.S. Patent No. 6,379,248 as being issued to "Walker." As noted above, U.S. Patent No. 6,379,248 was issued to Jorasch et al.

Dependent Claims 21 and 22

Claims 21 and 22 depend from claim 1 and include each of the elements and limitations recited in its respective independent claim. As discussed above, NYRA, Crevelt, and Walker '362, when combined and considered together as a whole, do not teach, suggest, or otherwise render obvious a cashless method of pari-mutuel wagering comprising "depositing funds into the monetary account at the gaming terminal using at least one vehicle selected from the group consisting of cash, check, debit charge, credit card charge, and direct deposit" and "placing a cashless purchase, dissociated with a pari-mutuel wager, using the house card at the establishment and at least another portion of the funds of the monetary account at a terminal independent of each gaming terminal provided by the establishment," as recited in amended independent claim 1.

Jorasch teaches a gaming device including a plurality of balances. *Jorasch*, Abstract. The gaming device receives monetary input such as currency or a transfer from an account, and in turn increases one or more balances. *Id.* Incentives are provided for using the different

balances including different payout schedules and different probability schedules. *Id.* However, Jorasch does not teach or suggest does not teach or suggest placing a cashless purchase, dissociated with a pari-mutuel wager, using a house card and at least another portion of the funds of the monetary account. Therefore, the teachings of Jorasch do not satisfy the deficiencies of NYRA, Crevelt, and Walker '362 in this regard.

Furthermore, claim 21 additionally recites "crediting the first monetary account with a predetermined percentage of a purchase placed using funds from the second monetary account." For the same reasons discussed above with regard to claim 40, NYRA, Crevelt, and Walker '362 fail to teach or suggest crediting the first monetary account with a predetermined percentage of a purchase placed using funds from the second monetary account. Applicants respectfully assert that while Jorasch does teaches such as different payout schedules and different probability schedules, Jorasch does not teach or suggest *crediting a first account when a purchase is placed* with funds from a second account. That is, Jorasch only teaches or suggests offering incentives for using different balances and does not teach or suggest providing an incentive when a purchase is placed using funds from a second monetary account associated with a debit card account or a credit card account. Therefore, the teachings of Jorasch do not satisfy the deficiencies of NYRA, Crevelt, and Walker '362 in this additional regard.

Thus, Applicants respectfully request that the Examiner withdraw the 35 U.S.C. § 103(a) obviousness rejection to claims 21 and 22, since a dependent claim is obvious only if the independent claim from which it depends is obvious. *See In re Fine*, 5 U.S.P.Q.2d 1596, 1600 (Fed. Cir. 1988), *see also* M.P.E.P. § 2143.03.

#### Dependent Claim 57

Claim 57 depends from claim 40 and includes each of the elements and limitations recited in its respective independent claim. As discussed above, NYRA, Crevelt, and Walker '362, when combined and considered together as a whole, do not teach, suggest, or otherwise render obvious a cashless method of pari-mutuel wagering comprising "placing a purchase of goods or services sold at an establishment, other than a pari-mutuel wager, over the communication link using another portion of the funds" and "crediting the first monetary account

when a purchase is placed using funds from the second monetary account,” as recited in amended independent claim 40.

As also discussed above, Jorasch teaches a gaming device including a plurality of balances. *Jorasch*, Abstract. However, Jorasch does not teach or suggest does not teach or suggest placing a purchase of goods or services sold at an establishment and crediting a first monetary account when a purchase is placed using funds from a second monetary account. Therefore, the teachings of Jorasch do not satisfy the deficiencies of NYRA, Crevelt, and Walker ‘362 in this regard.

Thus, Applicants respectfully request that the Examiner withdraw the 35 U.S.C. § 103(a) obviousness rejection to claim 57, since a dependent claim is obvious only if the independent claim from which it depends is obvious. *See In re Fine*, 5 U.S.P.Q.2d 1596, 1600 (Fed. Cir. 1988), *see also* M.P.E.P. § 2143.03.

### ENTRY OF AMENDMENTS

The proposed amendments to claims 1 and 24 above should be entered by the Examiner because the amendments are supported by the as-filed specification and drawings and do not add any new matter to the application. Further, it is believed that the amendments do not raise new issues or require a further search. Finally, if the Examiner determines that the amendments do not place the application in condition for allowance, entry is respectfully requested upon filing of a Notice of Appeal herein.

### CONCLUSION

Claims 1, 3 through 7, 9 through 14, 16 through 24, 26 through 29, 32, 33, 36 through 46, 49 through 54, and 57 through 63 are believed to be in condition for allowance, and an early notice thereof is respectfully solicited. Should the Examiner determine that additional issues remain which might be resolved by a telephone conference, he is respectfully invited to contact Applicants' undersigned attorney.

Respectfully submitted,



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